



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **PD-6**

May 29, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MANHATTAN BEACH BOULEVARD FROM VALLEY DRIVE TO  
SEPULVEDA BOULEVARD  
CITY OF MANHATTAN BEACH-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to perform the preliminary engineering to resurface the deteriorated roadway pavement on Manhattan Beach Boulevard from Valley Drive to Sepulveda Boulevard, which is entirely within the City of Manhattan Beach, is exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman of the Board to sign the cooperative Agreement with the City of Manhattan Beach for the project. The Agreement provides for the County to perform the preliminary engineering to resurface the deteriorated roadway pavement on Manhattan Beach Boulevard from Valley Drive to Sepulveda Boulevard, with the City to finance the entire cost of the preliminary engineering, not to exceed \$125,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County proposes to perform the preliminary engineering to resurface the deteriorated roadway pavement on Manhattan Beach Boulevard from Valley Drive to Sepulveda Boulevard, which is entirely within the City of Manhattan Beach. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Section 1803 of the California Streets and Highways Code provides that the Board of Supervisors of any county may enter into agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By providing the public with access to quality County Public Works services, the cost and administrative burden for municipal services are reduced and our residents benefit.

### **FISCAL IMPACT/FINANCING**

The total preliminary engineering cost is estimated to be \$125,000. The City of Manhattan Beach will finance the entire cost. Funding for this project is included in the Fiscal Year 2006-07 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement, which has been approved by County Counsel, provides for the County to perform the preliminary engineering for roadway improvements with the City to finance the entire costs, not to exceed \$125,000.

The Honorable Board of Supervisors  
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### **ENVIRONMENTAL DOCUMENTATION**

CEQA requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Sections 15301 (c) and 15302 (d) of CEQA and Class 1 (x), 2, 14, 22, and Class 2 (f) of the County Environmental guidelines.

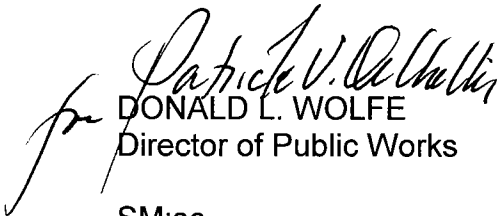
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Manhattan Beach Boulevard is on the County Highway Plan, and the proposed improvements are needed and of general County interest.

### **CONCLUSION**

Enclosed are two originals of the Agreement. Upon approval, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

SM:sc

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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MANHATTAN BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

## W I T N E S S E T H

WHEREAS, Manhattan Beach Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to perform the preliminary engineering to resurface the deteriorated roadway pavement on Manhattan Beach Boulevard from Valley Drive to Sepulveda Boulevard (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering for PROJECT; and

WHEREAS, CITY is willing to perform or cause to be performed and bear the full cost of the construction contract, construction inspection and engineering, materials testing, construction survey, and other attendant costs associated with PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

### (1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The COST OF PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall include the costs of design survey; traffic index and geometric investigation; soil testing; preparation of plans and cost estimates and shall include currently effective percentages added to total

salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

(2) CITY AGREES:

- a. To finance COST OF PROJECT.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient funds to finance COST OF PRELIMINARY ENGINEERING currently estimated to be One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00). Said demand will consist of a billing invoice prepared by COUNTY.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering necessary to complete PROJECT.
- b. To obtain CITY'S approval of preliminary engineering.
- c. To furnish CITY, within one hundred twenty (120) calendar days after CITY'S approval of preliminary engineering, a final accounting of the actual COST OF PRELIMINARY ENGINEERING including an itemization of actual unit costs and actual quantities for cost of preliminary engineering.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if CITY'S payment, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- b. That if CITY'S payment, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- c. CITY shall review the invoice for COST OF PRELIMINARY ENGINEERING prepared by COUNTY and delivered to CITY and report to COUNTY in writing any disputed charges or discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed charges shall then be deducted from CITY'S deposit and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.
- d. If upon CITY review of the final accounting invoice there are no disputed charges, then CITY is entitled to recover interest on the remaining deposit that has not been, but is required to be, refunded beginning sixty (60) calendar days after the date CITY notifies COUNTY that there are no disputed charges. If upon CITY review of the final accounting invoice there are disputed charges, then CITY is entitled to recover interest on the remaining deposit that has not been, but is required to be, refunded beginning sixty (60) calendar days after the disputed charges are resolved as provided for in paragraph (4) b. Interest recovered by CITY shall be at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. COUNTY, at any time, may at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' respective Directors of Public Works or their delegates.

- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Neil Miller  
Director of Public Works  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266-4728

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- i. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- j. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of

k. It is understood and agreed that the provisions of Assumption of Liability for Agreement No. 32068 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MANHATTAN BEACH on April 17, 2007, and by the COUNTY OF LOS ANGELES on MAY 29, 2007.

## COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy



By [Signature]  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By [Signature]  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

By [Signature]  
Deputy

**62** MAY 29 2007

CITY OF MANHATTAN BEACH

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

By [Signature]  
Mayor

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney